

City of College Station
PROFESSIONAL SERVICES CONTRACT

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City"), CSC Engineering and Environmental Consultants Inc., a Texas corporation, whereby the Contractor agrees to provide the City with certain professional services as described herein and the City agrees to pay the Contractor for those services.

ARTICLE I
Scope of Services

1.01 In consideration of the compensation stated in paragraph 2.01 herein below, the Contractor agrees to provide the City with the professional services as described in **Exhibit "A"**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Development of Conceptual design and construction drawings and project specifications sufficient to construct 8 acres of Final Cover in Phase III of the Rock Prairie Road Landfill. Additionally, the Contractor will perform all necessary Construction Quality Assurance and Reporting required by the Texas Natural Resource Conservation Commission. (the "Project").

ARTICLE II
Payment

2.01 In consideration of the Contractor's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Contractor according to the terms set forth in **Exhibit "B."** Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Seventy-three thousand nine hundred sixty two dollars and 50/100 Dollars (\$73,962.50).

ARTICLE III
Time of Performance

3.01 The Contractor shall complete the professional services within the times set forth below.

[Conceptual Design: 45 calendar days after the authorization to commence planning]
[Preliminary Project Design: 45 calendar days after authorization to commence PPD]
[Final Design: 45 calendar days after authorization to commence final design]

3.02 All design work and other professional services provided under this Contract must be completed by the following date: April 1, 2002.

3.03 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

ARTICLE IV Conceptual Design

4.01 Upon the Contractor's receipt from the City of a letter of authorization to commence planning, the Contractor shall meet with the City for the purpose of determining the nature of the Project. The Contractor shall inquire in writing as to the information he believes the City may have in its possession that is necessary for the Contractor's performance. The City shall provide the information within its possession that it can make available to the Contractor. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Contractor shall determine the City's needs with regard to the Project, including, but not limited to, site evaluation, needs surveys, comparisons with other municipal Projects, review of budgetary constraints and other preliminary investigations necessary for the Project.

4.03 The Contractor shall prepare a conceptual design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The conceptual design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Contractor shall meet with City staff and the City Council to make a presentation of his report.

ARTICLE V Preliminary Design

5.01 The City shall direct the Contractor to commence work on the Project design by sending to the Contractor a "letter of authorization" to begin work on the preliminary Project design pursuant to this Contract. Upon receipt of the Letter of Authorization to commence preliminary Project design, the Contractor shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Contractor shall prepare the preliminary design of the Project, including, but not limited to, the preliminary drawings and specifications. The Contractor shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the preliminary design of the Project, the Contractor shall so notify the City. Upon request the Contractor shall meet with the City staff and City Council to make a presentation of his preliminary design of the Project. The Contractor shall provide an explanation of the preliminary design and cost estimate.

ARTICLE VI

Final Design

6.01 The City shall direct the Contractor to commence work on the final design of the Project by sending to the Contractor a "letter of authorization" to begin work on the final design phase of the Project. Upon receipt of the Letter of Authorization to proceed with final design of the Project, the Contractor shall immediately prepare the final design, including, but not limited to, the drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The final design of the Project shall comply with all applicable laws, statutes, ordinances, codes, and regulations.

6.02 Notwithstanding the City's approval of the final design, the Contractor warrants that the final design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 Upon completion of the final design of the Project, and upon request of the City, the Contractor shall meet with City Staff and the City Council to present the final design of the Project. The Contractor shall provide an explanation of the final design and cost estimate.

ARTICLE VII

Construction

7.01 The Contractor shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the 180 day period following completion of the anticipated construction project to be completed by BVSWMMA, a division of the City of College Station.

7.02 The Contractor shall make visits to the site to inspect the progress and quality of the executed work of BVSWMMA and to determine if such work is proceeding in accordance with the design.

7.03 The Contractor shall exercise the utmost care and diligence in discovering and promptly reporting to the City any defects or deficiencies in such work

7.04 The Contractor shall review and approve shop drawings and samples, the results of tests and inspections, and other data that BVSWMMA is required to provide. The Contractor's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the design documents.

7.05 The Contractor shall determine the acceptability of substitute materials and equipment that may be proposed by BVSWMMA. The Contractor shall also receive and review maintenance and

operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the design documents.

7.06 The Contractor shall issue interpretations and clarifications of the design documents pertaining to the performance of the work.

7.07 Upon notification, the Contractor shall inspect the Project to verify final completion.

7.08 The Contractor shall conduct at least one on-site inspection during the 180 day period following completion of the anticipated construction project to be completed by BVSWM, and shall report to the City as to the continued acceptability of the work.

ARTICLE VIII

Change Orders & Documents & Materials

8.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.

8.02 Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than **\$50,000.00**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**

8.03 The Contractor shall furnish the City Five (5) sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Contractor shall provide the City Two (2) sets of reproducible, mylar-record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Contractor. The Contractor shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Contractor. The foregoing documentation, the Contractor's work product, and other information in the Contractor's possession concerning the Project shall be the property of The City from the time of preparation. The Contractor shall also furnish one set of digital files representing the final as-built mylars.

ARTICLE IX
Warranty, Indemnification, & Release

9.01 As an experienced and qualified design professional, the Contractor warrants that the information provided by the Contractor reflects high professional and industry standards, procedures, and performances. The Contractor warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. The Contractor warrants that the Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Contractor, its employees, associates, agents, or subcontractors.

9.02 The Contractor shall promptly correct any defective designs or specifications furnished by the Contractor at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the Project itself shall in no way alter the Contractor's obligations or the City's rights hereunder.

9.03 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Contractor shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the professional services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.

9.04 The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

9.05 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnatee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnatee, and liability of every kind,

including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

9.06 Release. The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE X

Insurance

10.01 The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

1. Commercial General Liability
2. Business Automobile Liability
3. Workers' Compensation
4. Professional Liability

10.02 For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager ***before*** any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "C", and approved by the City *before* work commences.**

10.03 The Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

10.04 General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

10.05 **Commercial (Public) Liability** requirements:

- (a) Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the

indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.

10.06 Business Automobile Liability requirements:

- (a) Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned or leased autos, non-owned autos, and hired cars.

10.07 Workers' Compensation Insurance requirements:

11.07.01 Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

10.07.02 The worker's compensation insurance shall include the following terms:

- (a) Employer's Liability limits of \$100,000.00 for each accident is required.
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- (c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

10.07.03 Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth in attached Exhibit D, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

10.08 **Professional Liability** requirements:

- (a) Coverage shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$500,000 per occurrence and \$500,000 aggregate.
- (c) Coverage must be maintained for two (2) years after the termination of this Contract.

ARTICLE XI
Termination

11.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services satisfactorily performed prior to the termination date.

11.02 If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Contractor **five (5)** calendar days written notice to the Contractor. The Contractor will be compensated for the services satisfactorily performed before the termination date.

11.03 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

ARTICLE XII
Miscellaneous Terms

12.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

12.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of College Station
Attn: Jim Smith
P.O. Box 9960
College Station, Texas 77842

Contractor:

CSC Engineering and Environmental Consultants Inc.
3407 Tabor Road
Bryan, TX 77808

12.03 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12.04 This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

12.05 This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

12.06 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12.07 The Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

12.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

12.09 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

**CSC Engineering and Environmental
Consultants Inc.**

CITY OF COLLEGE STATION

By: W.R. Cullen
Printed Name: W. R. CULLEN
Title: PRESIDENT
Date: DEC 14, 2001

By: _____
Lynn McIlhaney, Mayor

Date: _____

ATTEST:

Connie Hooks, City Secretary

Date

APPROVED:

Thomas E. Brymer, City Manager
J. Jackson
City Attorney

Date

12-14-01
Date

Charles Cryan, Director of Fiscal Services

Date

Exhibit "A"
Scope of Services

PROJECT ASSUMPTIONS

The information provided herein was developed based on our understanding of the project scope of services and completion of similar projects. However, several key assumptions were made regarding the duration of construction activities associated with the project by Mr. Rick White (Landfill Manager). Accordingly, our cost estimate was developed based on the following construction assumptions:

- It is our understanding that BVSWMA personnel and equipment will be used to construct the final cover system, including grading of final waste surface, placement of cover soil and topsoil materials, and the introduction of vegetation to the final cover surface. As a result, bid document preparation, bidding assistance, and engineer's cost estimate will not be necessary for this work task. HDR and CSC will provide technical assistance to BVSWMA during the construction of the final cover system.
- The duration of construction of the final cover system in the Pre-Subtitle D area (8 acres) will be approximately 30 working days.
- Quality assurance testing for the final cover system will be performed at the frequencies outlined in the Final Cover System Quality Control Plan (FCSQCP) and will require full-time (100%), on-site monitoring by either the Geotechnical Professional (GP) or CQA Monitor.

SCOPE OF SERVICES

Preparation of Plans and Specifications and CQA Services for the Closure for Pre-Subtitle D Area (8 acres)

HDR Engineering Inc. has teamed with CSC to prepare the construction plans and specification for the closure in order to assist BVSWMA in the construction. Given that BVSWMA will be responsible for the construction activities associated with the closure activities, the plans and specification will not be sufficiently detailed for use in an independent construction contract.

Final Cover System Design

HDR will prepare plans and specifications for the final cover system. The drawing will include existing grades based on current survey and final grades as depicted in the permit documents. Limits of work and cover system terminations will be detailed on the plans. The final cover system plans and specifications will be incorporated into the project documents. Draft drawings and specifications will be prepared for BVSWMA to review the appropriate earthwork and drainage system for the final cover.

Based on the HDR design, construction plans and specifications will be prepared for the

CRC Approved 12/12/01

N.S. Contract No. 01-189

CSC Engineering and Environmental Inc.

Final Cover Design and CQA

12/12/01

construction of the Pre-Subtitle D final cover system. A meeting with BVSWMMA staff will be held at the 80% stage to review and discuss the construction plans. HDR will incorporate any changes to the construction plans and specifications and submit five copies of the final set of documents.

Construction Quality Assurance

Prior to initiation of construction activities, CSC will attend and participate in the design review meeting to clearly establish lines of communication, reporting and documentation requirements, and identify the role of key personnel, CSC will be represented by the POR (Rick Conlin, P.E.), the Geotechnical Professional ([GP] Bill Cullen, P.E.), and the CQA Monitor (Philip Cadarette). In addition, CSC anticipates similar participation at the Pre-Construction meeting to identify expectations of all parties involved in the project. Additional meetings (i.e., progress meetings, deficiency meetings [if warranted], etc.) will, at a minimum, be attended by the CQA Monitor.

Infiltration Layer

CSC will provide oversight and documentation of all activities associated with the closure of the 8-acre Pre-Subtitle D area. These activities will be performed in accordance with the Final Cover system Quality Control Plan (FCSQCP) and will include evaluation of subgrade preparation and construction of the infiltration and the erosion layers. The GP and/or CQA Monitor, one of which will be present 100% of the time during the construction of the infiltration layer, will perform CQA responsibilities. Field and laboratory testing activities will be performed under the direction of CSC technicians who will provide assistance on an as-needed basis. In-place moisture density tests will be performed at a minimum rate of 1 test per 8,000 ft² for each 6-inch depth interval (lift). Additional laboratory tests including Atterberg limits and percent passing No. 200 sieve will be performed at a rate of 1 test per 100,000 ft² for each evaluated area for each lift to verify material consistency. Hydraulic conductivity tests will be conducted at a rate of one test per surface acre of final cover or by testing each lift at a frequency of one test per three acres. Information developed during the installation and testing of the infiltration layer will be reviewed by the POR and submitted to the TNRCC as an FCSER for the Pre-Subtitle D area.

Erosion Layer

CQA of the erosion layer will also be conducted in accordance with TNRCC guidelines. Thickness verification of the erosion layer will be performed by observations made during the installation process. Evaluation of measured checks will be performed at rate of 1 test every 10,000 ft².

Project Deliverables

- Base grade, final grade, and typical cross section drawings of final cover system, details of erosion control and related drainage structures, details of cover termination (5draft and 5 final)

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12/12/01

- Internal construction specifications for final cover system (5 draft and 5 final)
- Final Cover System Evaluation Report (one original and four copies)

Exhibit "B"

Payment Terms

Compensation is based on *actual* hours of work/time devoted to providing the described professional services. The Contractor will be paid at the rates per service or employee shown in the attached Fee Schedule for Professional, Technical, and Support Personnel for CSC Engineering and Environmental Consultants Inc. The City will reimburse the Contractor for *actual*, non-salary expenses at the rate of zero percent (0%) above the Contractor's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (\$ 73,962.50).

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

CRC Approved 12/12/01

N.S. Contract No. 01-189

CSC Engineering and Environmental Inc.

Final Cover Design and COA

12/12/01

Exhibit "B-1"

Fee Schedule Follows:

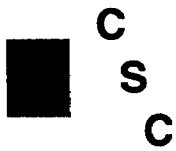
CRC Approved 12/12/01

N.S. Contract No. 01-189

CSC Engineering and Environmental Inc.

Final Cover Design and CQA

12/12/01



*Engineering & Environmental
Consultants, Inc.*

August 10, 2001

Mr. Jim Smith
Executive Director
Brazos Valley Solid Waste Management Agency
P.O. Box 9960
College Station, TX 77842

Re: Cost Estimate for Engineering Services Related to Final Closure of an 8-Acre (Pre-Subtitle D) Area
at the Rock Prairie Road Landfill (College Station, Texas)

Dear Mr. Smith:

CSC Engineering & Environmental Consultants, Inc. (CSC) is pleased to present this cost estimate and scope of services for the performance of engineering services related to final closure activities at the Rock Prairie Road Landfill. Our cost estimate was developed in association with HDR Engineering, Inc. (Dallas) and Kerr Surveying Company (College Station) and is submitted in response to our telephone conversation with Mr. Rick White (Landfill Manager) on August 1, 2001. A brief description of project assumptions, scope of services, and project cost estimate and contract issues are presented for consideration.

PROJECT ASSUMPTIONS

The information provided herein was developed based on our understanding of the project scope of services and completion of similar projects. However, several key assumptions were made regarding the duration of construction activities associated with the project, as applicable. These assumptions were developed based on past project experience and information provided by Mr. Rick White (Landfill Manager). Accordingly, our cost estimate was developed based on the following construction assumptions:

- It is our understanding that BVSWMMA personnel and equipment will be used to construct the final cover system, including grading of final waste surface, placement of cover soil and topsoil materials, and the introduction of vegetation to the final cover surface. As a result, bid document preparation, bidding assistance, and engineer's cost estimate will not be necessary for this work task. HDR and CSC will provide technical assistance to BVSWMMA during the construction of the final cover system.
- The duration of construction of the final cover system in the Pre-Subtitle D area (8 acres) will be approximately 30 working days.
- Quality assurance testing for the final cover system will be performed at the frequencies outlined in the Final Cover System Quality Control Plan (FCSQCP) and will require full-time (100%), on-site monitoring by either the Geotechnical Professional (GP) or CQA Monitor.

Mr. Jim Smith
Page 2
August 10, 2001

SCOPE OF SERVICES

Preparation of Plans and Specifications and CQA Services for the Closure for Pre-Subtitle D Area (8 acres)

HDR Engineering, Inc. has teamed with CSC to prepare the construction plans and specifications for the closure in order to assist BVSWM in the construction. Given that BVSWM will be responsible for the construction activities associated with the closure activities, the plans and specifications will not be sufficiently detailed for use in an independent construction contract.

Final Cover System Design

HDR will prepare plans and specifications for the final cover system. The drawings will include existing grades based on current survey and final grades as depicted in the permit documents. Limits of work and cover system terminations will be detailed on the plans. The final cover system plans and specifications will be incorporated into the project design documents. Draft drawings and specifications will be prepared for BVSWM to review the appropriate earthwork and drainage system for the final cover.

Based on the HDR design, construction plans and specifications will be prepared for the construction of the Pre-Subtitle D final cover system. A meeting with BVSWM staff will be held at the 80% stage to review and discuss the construction plans. HDR will incorporate any changes to the construction plans and specifications and submit five copies of the final set of documents.

Construction Quality Assurance

Prior to initiation of construction activities, CSC will attend and participate in the design review meeting to clearly establish lines of communication, reporting and documentation requirements, and identify the role of key personnel. CSC will be represented by the POR (Rick Conlin, P.E.), the Geotechnical Professional ([GP] Bill Cullen, P.E.), and the CQA Monitor (Philip Cadarette). In addition, CSC anticipates similar participation at the Pre-Construction meeting to identify expectations of all parties involved in the project. Additional meetings (i.e., progress meetings, deficiency meetings [if warranted], etc.) will, at a minimum, be attended by the CQA Monitor.

Infiltration Layer

CSC will provide oversight and documentation of all activities associated with the closure of the 8-acre Pre-Subtitle D area. These activities will be performed in accordance with the Final Cover System Quality Control Plan (FCSQCP) and will include evaluation of subgrade preparation and construction of the infiltration and the erosion layers. CQA responsibilities will be performed by the GP and/or CQA Monitor, one of which will be present 100% of the time during the construction of the infiltration layer. Field and laboratory testing activities will be performed under the direction of CSC technicians who will provide assistance on an as-needed basis. In-place moisture density tests will be performed at a minimum rate of 1 test per 8,000 ft² for each 6-inch depth interval (lift). Additional laboratory tests including Atterberg limits and percent passing No. 200 sieve will be performed at a rate of 1 test per 100,000 ft² for each evaluated area for each lift to verify material consistency. Hydraulic conductivity tests will be conducted at a rate of one test per surface acre of final cover or by testing each lift at a frequency of one test per three acres. Information developed during the installation and testing of the infiltration layer will be reviewed by the POR and submitted to the TNRC as an FCSER for the Pre-Subtitle D area.

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Mr. Jim Smith
Page 3
August 10, 2001

Erosion Layer

CQA of the erosion layer will also be conducted in accordance with TNRCC guidelines. Thickness verification of the erosion layer will be performed by observations made during the installation process. Evaluation of measured checks will be performed at a rate of 1 test every 10,000 ft².

Project Deliverables

- Base grade, final grade, and typical cross section drawings of final cover system, details of erosion control and related drainage structures, details of cover terminations (5 draft and 5 final)
- Internal construction specifications for final cover system (5 draft and 5 final)
- Final Cover System Evaluation Report

PROJECT COST ESTIMATE AND CONTRACT ISSUES

The estimated project cost for the aforementioned services will not exceed \$73,962.50. Specifically, the cost breakdown for the project can be described as follows:

Preparation of Plans and Specifications for the Closure for Pre-Subtitle D Area (8 acres) - \$18,000

CQA and Reporting Services for Pre-Subtitle D Area - \$55,962.50

These cost estimates were developed for the referenced closure area based on assumed duration of the final cover system construction. In the event that inclement weather or construction delays extend the project beyond the estimated durations, additional costs may be incurred. However, the estimated project cost will not exceed \$73,962.50 without prior written approval by BVSWM. CQA monitoring charges will be invoiced in accordance with the unit costs presented for each work element. *It should be noted that the actual costs will be based solely on executed work units and will be invoiced in accordance with the fee schedules included as Attachment A.*

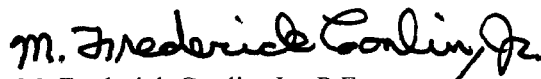
Upon approval, CSC will enter into an agreement with BVSWM for the aforementioned services. The terms and conditions of this proposal are contingent on a mutually acceptable agreement between CSC and BVSWM.

Please contact me at (979) 778-2810 if you have any questions or need additional information concerning this matter.

Respectfully,



W. R. Cullen, P.E.
Senior Engineer



M. Frederick Conlin, Jr., P.E.
Senior Engineer

WRC:mf
Via Hand Delivery

Table 1. Cost Estimate for Engineering Services Related to Final Closure Area (8 Acres) at the Rock Prairie Road Landfill

Description	Quantity	Unit Rate (\$)	Total (\$)
Preparation of Plans and Specifications for the Closure for Pre-Subtitle D Area (8 acres)			
Preparation of Plans and Specifications (HDR)			18,000
CQA and Reporting Services for Pre-Subtitle D Area (CSC)			
<u>Infiltration Layer and Protective Cover</u>			
<i>Labor</i>			
Senior Engineer I	160	85	13,600
Project Scientist I	160	65	10,400
Staff Scientist II	80	55	4,400
<i>Expenses</i>			
Subcontract Surveying (4 days)			5,000
Moisture Density Relationship (ASTM D698)	10	125	1,250
Atterberg Limits	15	30	450
Percent Passing No. 200	15	17.5	262.5
Hydraulic Conductivity	12	175	2,100
<u>Preparation of Final Cover System Evaluation Report</u>			
<i>Labor</i>			
Senior Engineer I	80	85	6,800
Project Scientist I	60	65	3,900
Staff Scientist II	40	55	2,200
Technical Assistant	60	40	2,400
Production and Technical Drafting	80	40	3,200
Total Project Cost			73,962.50

ATTACHMENT A

Fee schedules

APPENDIX A

CSC ENGINEERING & ENVIRONMENTAL CONSULTANTS, INC.

FEE SCHEDULE FOR PROFESSIONAL, TECHNICAL, AND SUPPORT PERSONNEL

Professional, technical, and support staff utilized for sample analyses, evaluations, studies, project planning, coordination, consultation and report preparation, and other required Client services, are billed by personnel charged directly to the project at the rate indicated below:

<u>Job Category</u>	<u>Hourly Fee</u>
Principal Consultant	200
Senior Scientist/Engineer II	95
Senior Scientist/Engineer I	85
Project Scientist/Engineer II	75
Project Scientist/Engineer I	65
Staff Scientist/Engineer II	55
Staff Scientist/Engineer I	45
Project Technician	50
Technical Drafting	50
Staff Technician	40
Production	40
Technical Assistant	35

All salary schedules may be, with thirty (30) days written notice to Client, supplemented and revised from time to time to allow Consultant to attract and retain competent personnel for the performance of the work.

Exhibit "C"

Certificate(s) of Insurance

CRC Approved 12/12/01

N.S. Contract No. 01-189

CSC Engineering and Environmental Inc.

Final Cover Design and COA

12/12/01



CERTIFICATE OF LIABILITY INSURANCE

CSR CR
CSCEN-1DATE (MM/DD/YY)
12/14/01**PRODUCER**

Anco Insurance B/CS
P. O. Box 3889
Bryan TX 77805
Phone: 979-776-2626 Fax: 979-776-1308

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**INSURED**

CSC Engineering & Environmental
3407 Tabor Rd.
Bryan TX 77808

INSURER A: Royal Surplus Lines Insurance

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liab.	KZD526573	03/12/01	03/12/02	Limit 1,000,000 Claim/Agg

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Final Cover Design in C9A 01-189

CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

RICKWHI

Rick White
BVSMA
PO Box 9960
College Station TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Don Smith

Exhibit D

Workers Compensation Insurance Requirements for On-Site Work Title 28, Section 110.110 of the Texas Administrative Code

"A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

*C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.*

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

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N.S. Contract No. 01-189

CSC Engineering and Environmental Inc.

Final Cover Design and COA

12/12/01

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."